

1 BILL NO. S-87-09-38

2 SPECIAL ORDINANCE NO. S-259-87

3 AN ORDINANCE approving Contract
4 87-02, Indian Village-Tyler Avenue
5 Water Main, between Ace Pipe Clean-
6 ing, Inc., and the City of Fort
Wayne, Indiana, in connection with
the Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract 87-02, Indian Village-
10 Tyler Avenue Water Main, by and between Ace Pipe Cleaning, Inc.,
11 and the City of Fort Wayne, Indiana, in connection with the Board
12 of Public Works and Safety, for:

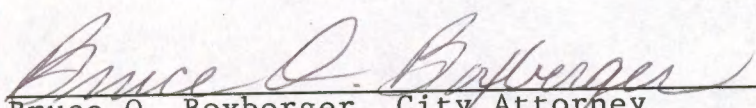
13 for the furnishing of all labor,
14 equipment, tools, power, transpor-
15 tation, for the internal cleaning
16 and flushing of 26,600+ L.F. of
17 six inch and 6,600+ L.F. of twelve
inch water mains in Indian Village
Addition; and, on Tyler Avenue,
from W. State Blvd. northward to
Yale Avenue;

18 the Contract price is Seventy-Six Thousand Three Hundred Sixty
19 and No/100 Dollars (\$76,360.00), all as more particularly set
20 forth in said Contract, which is on file in the Office of the
21 Board of Public Works and Safety and, is by reference incorporated
22 herein, made a part hereof, and is hereby in all things ratified,
23 confirmed and approved. Two (2) copies of said Contract are
24 on file with the Office of the City Clerk and made available
25 for public inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29
30 
Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Public (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City County Building, Fort Wayne
Indiana, on _____, the _____ day of _____
19____, at _____ o'clock _____ M., E.

DATE: 9-22-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Esteban, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BRADBURY	<u>✓</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	_____	_____	_____	<u>✓</u>	_____
HENRY	<u>✓</u>	_____	_____	_____	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	_____	_____	_____	_____	_____

DATE: 10-13-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 259-87
on the 13th day of October, 1987.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 14th day of October, 1987,
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of October,
1987, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*

Page 1 of _____

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: INDIAN VILLAGE-TYLER AVENUE WATER MAIN CONTRACT#: 87-02

CONTENTS

RESOLUTION # -----

Check if Contained	Pages	
<input checked="" type="checkbox"/>	1	Cover Sheet
<input checked="" type="checkbox"/>	II - I9	Instruction to Bidders
<input checked="" type="checkbox"/>	S1	Schedule
<input checked="" type="checkbox"/>	S2-3	Schedule of Items
<input checked="" type="checkbox"/>	GP1-GP7	General Provisions
		Special Conditions
<input checked="" type="checkbox"/>		Plans and Specifications
<input checked="" type="checkbox"/>		Drawings
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS
		(SEE STANDARD CONTRACT SPECIFICATIONS, Pages 1-5)

ATTACHMENTS

<input checked="" type="checkbox"/>		Anti-Apartheid Ordinance
<input checked="" type="checkbox"/>		Non-Collusion Affidavit
<input checked="" type="checkbox"/>		Bidder's Bond
<input checked="" type="checkbox"/>		Performance and Guaranty Bond
<input checked="" type="checkbox"/>		State Board of Accounts Form 96A
<input checked="" type="checkbox"/>		Certificate in Lieu of Form 96A
<input checked="" type="checkbox"/>		Prevailing Wage Scale - State of Indiana
<input checked="" type="checkbox"/>		Payment Bond
<input checked="" type="checkbox"/>		Warranty Bond
<input checked="" type="checkbox"/>		CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.)
<input checked="" type="checkbox"/>		CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days <u>NET</u> %	Other _____ %
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

BID SUBMITTED
ACE PIPE CLEANING, INC.

CONTRACTOR
 BY: Harold D. Harper
 ITS: Harold D. Harper, President

OFFER
 DATE: SEPTEMBER 9, 1987

BIDDER AGREES TO KEEP BID OPEN FOR
 ACCEPTANCE FOR 90 (90 days
 unless otherwise specified)

COMPLIANCE: _____
 O.C. 6/86

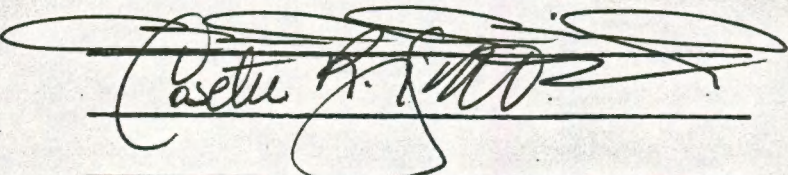
B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY



CITY OF FORT WAYNE
MAYOR

AWARD DATE: 9-16-87

DATE _____

NOTICE TO CONTRACTORS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed proposals will be received by the Board at its Office in the City-County Building, on Wednesday, September 9, 1987, at 9:00 a. m., Eastern Standard Time, for the following:

WATER CONTRACT NO. 87-02 INDIAN VILLAGE - TYLER AVENUE WATER MAIN REHABILITATION

For the furnishing of all labor, equipment, tools, power, transportation, for the internal cleaning and flushing of 26,600± L.F. of six inch and 6,600± L.F. of twelve inch water mains in Indian Village Addition; and, on Tyler Avenue, from West State Blvd., northward to Yale Avenue.

All in accordance with the specifications and Drawing No. Y-10629, Sheets 1 thru 6, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or Contract, or, who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or, who is a defaulter as to surety or otherwise, upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said specifications pursuant to submitting their bids, by paying \$20.00 for each set of specs and plans, not refundable, at the Office of the Board of Public Works and Safety, Room 920, City-County Building.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

BARON R. BIEDENWEG
COSETTE R. SIMON
LAWRENCE D. CONSALVOS

BOARD OF PUBLIC WORKS AND SAFETY

ATTEST: HELEN V. GOCHENOUR, CLERK

PUBLISH: Aug. 21 and 28 1987, in both newspapers

ep

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

September 9 1987
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00a.m. o'clock EST on the 9th day of Sept., 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

WATER CONTRACT NO. 87-02

INDIAN VILLAGE - TYLER AVENUE WATER MAIN REHABILITATION

For the furnishing of all labor, equipment, tools, power, transportation, for the internal cleaning and flushing of 26,600± L.F. of six inch and 6,600± L.F. of twelve inch water mains in Indian Village Addition; and, on Tyler Avenue, from West State Blvd., northward to Yale Avenue.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: WE WILL WORK WITH YOUR COMPLIANCE OFFICER

(attach additional sheets as necessary)

Contractor _____

Contractor ACE PIPE CLEANING, INC.

By _____

By Harold D. Harper

Its _____

Its Harold D. Harper, President

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least ___% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: WE WILL WORK WITH
YOUR COMPLIANCE OFFICER

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor ACE PIPE CLEANING, INC.

By

Harold D. Harper

Its

Harold D. Harper, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____

(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☒ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☐ A. On an all or none basis.
- ☒ B. As follows: For one or both divisions of work.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER CONTRACT NO. 87-02

INDIAN VILLAGE - TYLER AVENUE WATER MAIN REHABILITATION

For the furnishing of all labor, equipment, tools, power, transportation, for the internal cleaning and flushing of 26,600± L.F. of six inch and 6,600± L.F. of twelve inch water mains in Indian Village Addition; and, on Tyler Avenue, from West State Blvd., northward to Yale Avenue.

All work will be performed in accordance with: ~~Resolution~~ CONTRACT 87-02, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within ** days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted. ** By Oct. 16, 1987.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

PROPOSAL

CITY OF FORT WAYNE, INDIANA
INDIAN VILLAGE - TYLER AVENUE
WATER MAIN REHABILITATION
WATER CONTRACT NO. 87-02

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Lump Sum Price</u>
Division I - Indian Village Area			
1.	24,800± L.F.	6" Water Main Cleaning	<u>\$ 57,040.00</u> 2.30
2.	6,600± L.F.	12" Water Main Cleaning	<u>15,180.00</u> 2.3
Division II - Tyler Avenue			
3.	1,800± L.F.	6" Water Main Cleaning	<u>4,140.00</u> 3.0
Total Bid			<u>\$ 76,360.00</u> ✓ ad



BID BOND

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No. 08 SB 122147-812 BCA

KNOW ALL MEN BY THESE PRESENTS,

That we, **ACE PIPE CLEANING, INC.**
4000 Truman Rd., KANSAS CITY, MISSOURI 64127

as Principal, hereinafter called the Principal, and

THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called the Obligee, in

the sum of **TEN PER CENT OF BID PRICE** _____ Dollars

(\$ **10%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**WATER CONTRACT NO. 87-02
INDIANA VILLAGE-TYLER AVENUE
WATER MAIN REHABILITATION.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **9th** day of **SEPTEMBER**, 19 **87**

ACE PIPE CLEANING, INC.

(Principal) (Seal)

BY: *Harold D. Harper*

Harold D. Harper, President

(Title)

THE AETNA CASUALTY AND SURETY COMPANY

By *David C. Banks*
DAVID C. BANKS

(Attorney-in-Fact)

AIA DOCUMENT A310
BID BOND
FEBRUARY 1970 ED.
THE AMERICAN INSTITUTE OF ARCHITECTS

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____ 19____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 9TH day of SEPTEMBER, 1987.

ACE PIPE CLEANING, INC.

NAME OF CORPORATION

BY: Harold D. Harper
PRESIDENT Harold D. Harper, President

ATTEST:

Mabel F. Goodpastor

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for \$ _____
being _____% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said City, if _____

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written Contract, and secure said contract by a bond, for the full amount of the Contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

the Contract for said work, and, if ACE PIPE CLEANING, INC.

shall enter into a Contract and furnish a 100% Performance Bond, as required, within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.

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STANDARD CONTRACT SPECIFICATIONS**I. SCOPE, NATURE AND QUALIFICATIONS.****A. WORK TO BE PERFORMED.**

The work to be performed under this Contract shall consist of cleaning and flushing of water mains in place, including all appurtenant work necessary to accomplish the complete Contract. The work includes the following mains: in and around surrounding Indian Village Addition; and, on Tyler Avenue, as shown on Fort Wayne Water Utility Drawing No. Y-10629, Sheets 1 thru 6.

<u>LOCATION</u>	<u>FOOTAGE</u>		<u>SIZE</u>
Indian Village Area	24,800± L.F.	of	6" MAIN
Indian Village Area	6,600± L.F.	of	12" MAIN
Tyler Avenue	1,800± L.F.	of	6" MAIN

B. BIDDER'S ABILITY TO PERFORM WORK.

Before the Contract is awarded, the lowest bidder must satisfy the owner and Engineer that he has the requisite organization, capital, equipment, ability, and at least ten (10) years experience in cleaning of water lines. Each bidder shall, with his bid, submit a list of five (5) installations of similar size and dollar value of this contract completed within the last three (3) years, giving location, length and size of pipe, dollar value, year completed and the name(s) of the Owner(s) and Engineer(s).

II. WORK DIVISIONS.**A. WORK TO BE PERFORMED BY THE CONTRACTOR.**

1. Make all access openings in the pipe ample enough to admit and withdraw his cleaning equipment.
2. Dewater excavations to avoid water entering the pipe.
3. Clean pipe sections, including access pipe nipples.
4. Replace pipe nipples with approved couplings.
5. After cleaning, clear service laterals 2 inches and smaller with water.
6. Submit detailed plan and construction schedule to owner at time of Pre-Construction Meeting.

B. WORK TO BE PERFORMED BY OWNER

1. Operate all main and branch valves so as not to interrupt the orderly progress of the work.
2. Make street openings as required.
3. Perform excavation and backfilling.
4. Provide temporary and permanent restoration
5. Obtain and pay for all right of way cut permits
6. Provide dump truck and driver to dispose of debris removed from mains.
7. Notify all customers in advance.
8. Locate pipe lines to be cleaned and all services requiring temporary water service connections.
9. Chlorinate and flush pipelines where required.
10. Provide pipeline taps for temporary service connections; and for test as required.

C. PERIOD THAT THE MAINS MAY BE OUT OF SERVICE

All work in these mains shall be completed by November 1, 1987. Other time restrictions, if any, on specific lines or parts thereof, are as follows: None

D. EXISTING PIPELINES

Insofar as is known to the Owner and Engineer, and according to the records available and at their disposal, the following information is known about the mains to be worked on under this Contract:

<u>DATE</u>	<u>SIZE/TYPE</u>	<u>CLASS</u>	<u>STREET</u>	<u>LENGTH</u>
1957	6" Centrifugally Cast--		Enola Crt.	See Drawing
1951	6" "	"	Wenonah Lne.	" "
1950	6" "	"	Meda Pass	" "
1950	6" "	"	Hiawatha, Engle to Opechee	" "
1950	6" "	"	Ojibway, from Meda, west	" "
1953	6" "	"	Mound Pass	" "
1954	6" "	"	Nuttman	" "
1928	6" Sand Cast (all remaining pipe in project)			" "
1928	12" " "		Manito-Brooklyn	" "

E. EMERGENCY SHUTDOWNS

In case of emergencies, the Owner reserves the right to suspend the cleaning and/or lining operations at any time or times necessary, and, to require the Contractor promptly to restore the water main to service. The Owner will make every effort to avoid such suspension; and, if such suspensions are unavoidable, will limit them to the shortest possible time. However, should any suspensions be affected for the above reason, the Contractor will be allowed extensions of time equal to the delay caused thereby, but, he will not be allowed any additional compensation for result of such suspensions, except for the actual expenses as covered below.

For any emergency, allowance will be made only for the actual labor and material required to restore a water main to emergency service and to resume work, at the point where it was stopped.

g. PROTECTION OF PUBLIC AND PRIVATE PROPERTY.

The Contractor shall exercise all precautions to protect trees, fences, poles and other property in and along the site of the work to be performed under this Contract. No such property may be cut, marked, moved or removed, unless so permitted by the Owner and Engineer. Any such property that is damaged or destroyed shall be restored by the Contractor at his expense.

h. TRAFFIC REGULATIONS - GENERAL.

The Owner shall obtain all necessary permits, rights-of-way and traffic control in City streets, where the Owner considers it to be necessary because of operations, access of material and public safety. Such permits do not relieve the Contractor of maintaining traffic flow, as shown and according to the schedule in Paragraph i. of the Standard Contract Specifications.

i. TRAFFIC REGULATIONS - SPECIFIC.

Where the proposed construction, and, cleaning of water mains under this Contract impedes or otherwise obstructs the normal movement of traffic, the Contractor shall be required to follow specific regulations as approved by the Owner and Engineer.

The Owner shall immediately backfill all excavation as the work in each location is completed and approved.

It shall be required, under this Contract, that all excavated openings shall be bridged, decked and safely maintained to provide full width use of roadway during non-working hours in a manner satisfactory to the Engineer. The decking shall be steel plate, and, shall have sufficient strength to safely support all street traffic.

All material and equipment must be removed from the construction areas and stored at an off-street location during non-working hours.

j. EXCAVATION AND BACKFILL

The Owner shall be responsible for all excavation necessary to effect the cleaning work. This would include but not be limited to pavement breaking and removal, digging and removal, shoring, and steel decking during non-working hours. Backfilling shall be performed in accordance with the City of Fort Wayne's specifications.

K. PIPE OPENINGS AND COUPLINGS

All cutting of pipes shall be done by power operated pipe cutting machines, capable of making fast, true and smooth cuts, so that the valves or pipe sections so removed may be readily replaced in true alignment. Where difficulties due to obstructions make it impossible to use preceding method of cutting pipe, any other approved method shall be acceptable, but no extra payment will be allowed under any circumstances. On completion of the operations to be performed hereunder, the Contractor shall close all openings. Wherever openings are made in cast iron pipe, the Contractor shall restore pipe sections by replacing the removed sections, using following type coupling or approved equal:

MECHANICAL JOINT DUO TYPE SOLID SLEEVE TO FIT
PIPE WITH OVERALL DIAMETER 6.84 TO 7.16 INCHES

Payment shall be made under the cleaning bid item(s).

L. CLEANING OF WATER MAINS

All rust, tubercles, deposits, loose or deteriorated remains of original coating and other foreign materials, shall be removed from the inside of the pipe by water propelled cleaning devices. Disposal of material shall be satisfactory to the Engineer. Water shall be supplied by the Owner without charge, but all other materials, equipment and services, required for cleaning shall be provided by the Contractor. The Contractor shall clean the line as many times as may be necessary in order to remove all loose deposits.

The Contractor shall clear all service connections after cleaning and should services, or consumers' meters be restricted, due to plugging of corporation stops or entrance of loosened foreign materials, it shall be the Contractor's responsibility at no additional cost to the Owner, to remove such obstructions. Payment shall be made under the cleaning bid item.

M. IN-LINE VALVES

All defective in-line valves shall be removed and replaced by the owner.

N. LEAKING SIDELINE AND SECTIONING VALVES

Valves that act in the capacity of sectioning the Contract work from other segments of the Water Distribution System, or limiting valves, deemed inoperable by the Owner and Engineer to the extent that cleaning work cannot be performed shall be replaced by Owner.

o. WATER MAIN OBSTRUCTION.

Obstructions to the passage of cleaning equipment, such as bends, reducers, or other fittings not indicated by the Owner and Engineer on the plans or in the specifications may require additional openings in the course of the work. Such openings shall be included in cleaning bid item.

p. CHLORINATION OF WATER MAIN. (IF DEEMED NECESSARY)

Upon completion of all cleaning operations in a section of pipeline and after the work has been approved by the Engineer, the Owner shall chlorinate the interior of the completed section in accordance with the A.W.W.A. Manual C601-54, "A.W.W.A. Standard for Disinfecting Water Mains." All materials, equipment, labor, and chlorine shall be furnished by the Owner.

TITLE OF ORDINANCE Contract 87-02 - Indian Village-Tyler Avenue Water MainDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for 87-02, Indian Village-Tyler Avenue
Water Main is for the furnishing of all labor, equipment, tools,
power, transportation, for the internal cleaning and flushing of
26,600+ L.F. of six inch and 6,600+ L.F. of twelve inch water mains
in Indian Village Addition; and, on Tyler Avenue, from W. State Blv
northward to Yale Avenue. Ace Pipe Cleaning, Inc., is the con-
tractor.

*S. 87-09-38*EFFECT OF PASSAGE Improvement of water mains in Indian Village Addition

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$76,360.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-09-38

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract

87-02, Indian Village-Tyler Avenue Water Main, between Ace Pipe
Cleaning, Inc., and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Charles B. Redd
CHARLES B. REDD
CHAIRMAN

Paul M. Burns
PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry
THOMAS C. HENRY

Ben A. Eisbart
BEN A. EISBART

Samuel J. Talarico
SAMUEL J. TALARICO

CONCURRED IN 10-12-87

SANDRA E. KENNEDY
CITY CLERK